

\* E-filed 1/27/09\*

NOT FOR CITATION  
IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

COUPONS, INC.,

Case No. CV 07-03457 HRL

Plaintiff,

v.

**ORDER GRANTING DEFENDANT'S  
MOTION FOR PROTECTIVE ORDER  
STAYING DISCOVERY**

JOHN STOTTLEMIRE,

Defendant.

Plaintiff Coupons, Inc. ("Coupons") offers online, printable coupons to consumers. The coupons are protected by a security feature that places a registry key on each computer when a coupon is printed. The key limits the number of coupons that computer can print. In the instant case, plaintiff alleges that defendant (1) discovered how to remove the registry key, (2) created software that removed the key, and (3) provided the method and the software to others. This permitted printing of an unlimited number of coupons, and allegedly, violated 17 U.S.C. §1201(a) and §1201(b) of the Digital Millennium Copyright Act, and various state laws.

*Pro se* defendant John Stottlemire moved to dismiss the complaint three times. After this court denied his third motion to dismiss, the parties attended an Early Neutral Evaluation ("ENE") session, which culminated in a written agreement to settle the case. Plaintiff sent a letter to the court the following day, stating that the parties had signed a "Memorandum of

1 Settlement" and would file a "more detailed settlement agreement shortly." (Docket No. 109.)  
2 Before the more detailed agreement could be executed, the agreement fell apart.


3 Days after the settlement agreement was signed, but before the dismissal was filed,  
4 Stottlemire posted an entry on his personal web page that stated, among other things, that the  
5 case would be "dismissed with prejudice" as a result of a confidential settlement. He was then  
6 contacted by a number of reporters, and made a statement that, in his opinion, he had "kicked  
7 ass" representing himself. Deciding that these comments breached the confidentiality provision  
8 of the settlement agreement, Coupons purported to rescind the agreement, and refused to  
9 execute the Mutual Release or the stipulated dismissal.

10 Coupons next propounded written discovery, and noticed depositions of defendant and  
11 his wife. Coupons also moved for an order directing the parties to return to ENE. Defendant  
12 later filed this motion for a protective order to stay the discovery pending the resolution of his  
13 (at that time, not-yet filed) motion to enforce the settlement agreement.

14 In light of the pending motion to enforce the settlement agreement, the court now  
15 GRANTS defendant's motion to stay discovery. The hearing on plaintiff's motion to direct the  
16 parties to return to ENE is CONTINUED to February 24, 2009, and will be heard concurrently  
17 with defendant's motion to enforce. Discovery in this matter is STAYED pending resolution of  
18 these two motions. In addition, the case management conference, currently set for February 17,  
19 2009 is VACATED. A new case management conference date will be set at the February 24,  
20 2009 motions hearing. Finally, the deadline for defendant to answer the Third Amended  
21 Complaint, currently January 30, 2009, is EXTENDED to March 13, 2009.

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: 1/27/09

  
26 HOWARD R. LLOYD  
27 UNITED STATES MAGISTRATE JUDGE  
28

**5:07-cv-3457 Notice has been electronically mailed to:**

Dennis M. Cusack dcusack@fbm.com

John Allan Stottlemire jstottl@comcast.net

\* Counsel are responsible for providing copies of this order to co-counsel.

Dated: 1/27/09

mpk  
Chambers of Magistrate Judge Lloyd